



राजपत्र, हिमाचल प्रदेश

हिमाचल प्रदेश राज्य शासन द्वारा प्रकाशित

वीरवार, 06 मार्च, 2025 / 15 फाल्गुन, 1946

हिमाचल प्रदेश सरकार

LABOUR EMPLOYMENT & OVERSEAS PLACEMENT DEPARTMENT

NOTIFICATION

Dated, the 7th February, 2025

No.: LEP-E/1/2024.—In exercise of the powers vested under section 17 (1) of the Industrial Disputes Act, 1947, the Governor Himachal Pradesh is pleased to order the publication of

awards of the following cases announced by the **Presiding Judge, Industrial Tribunal-cum Labour Court, Shimla**, on the website of the Printing & Stationery Department, Himachal Pradesh i.e. “e-Gazette”:—

| Sl. No. | Case No. | Petitioner | Respondent | Date of Award/ Orders |
|---------|--------------|----------------|--|-----------------------|
| 1. | Ref.21/2022 | Sh. Ram Sewak | M/s Alfa Containers | 08.01.2025 |
| 2. | Ref.161/2021 | Meera Thakur | Him Raj | 08.01.2025 |
| 3. | Ref.49/2023 | Ms. Neena Devi | The Chief Project Officer, Daksha & Anr. | 15.01.2025 |

By order,
Sd/-
(PRIYANKA BASU INGTY, IAS),
Secretary (Lab. Emp. & O.P.).

**IN THE COURT OF ANUJA SOOD, PRESIDING JUDGE
H.P. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, SHIMLA**

Reference No. : 21 of 2022

Instituted on : 14.01.2022

Decided on : 08.01.2025

Ram Sewak, s/o Sh. Jhengat Yadav, r/o Village Main Thapal, P.O. Kala Amb, Tehsil Nahan, District Sirmaur, H.P. . . . *Petitioner.*

Versus

The Occupier/ Factory Manager M/s Alfa Containers, Village Main Thapal, P.O. Kala Amb, Tehsil Nahan, District Sirmaur, H.P. . . . *Respondent.*

Reference under Section 10 of the Industrial Disputes Act, 1947

For the petitioner : Sh. B.R. Sharma, Adv.

For the respondent : Sh. Ashutosh Bhardwaj, Adv.

AWARD

The following reference was received for adjudication from the appropriate Government:—

“Whether the termination of the services of Sh. Ram Sewak s/o Sh. Jhengat Yadav, r/o Village Main Thapal, P.O. Kala Amb, Tehsil Nahan, District Sirmaur, H.P. by the Occupier/ Factory Manager M/s Alfa Containers, Village Main Thapal, P.O. Kala Amb, Tehsil Nahan, District Sirmaur, H.P. w.e.f. 01.01.2021 without complying with

the provisions of the Industrial Disputes Act, 1947, is legal and justified? If not, what relief including reinstatement of the services, seniority, amount of back wages, past service benefits and compensation the above aggrieved workman is entitled to from the above management/ employer?"

2. The case of the petitioner as emerges from the statement of claim is that the petitioner is a very poor person and he was initially engaged as a Foreman in the year 2003 with the respondent company and since the date of his initial appointment he discharged his duties honestly, sincerely, diligently as well as to the entire satisfaction of his superiors. The petitioner has completed 240 days in each calendar year till the time of his verbal and oral disengagement by the respondent on 01.01.2021. He was told by the officer of the company to leave the job. The petitioner was also not paid the salary for the month of December, 2020. The petitioner has put more than 18 year of service with the respondent company without any complaint. Some of the juniors namely Dharm Singh, Rajeev Sharma, Raja Ram Sharma, Pankaj Sharma, Sanjeet Sharma, Rupesh Sharma, Dharmendra Ram, Naresh Ram, Pankaj Yadav, Mangal Yadav, Syama Sundar Yadav, Shivam Yadav, Polo Sharma, Rinku (Boiler Operator), Lalit Ram, Narayan, Raghu Nandan, Suraj Kumar, Yogesh, Ram Sethi, Aarif Khan and Naresh are still working with the respondent company. Apart from this the respondent company has also engaged number of fresh persons from time to time. The service of the petitioner have been dispensed without complying with the provisions of the Industrial Disputes Act, 1947 (hereinafter to be referred as the Act). Respondent has violated the provision of Section 25B, 25F, 25G and 25H of the Act as such petitioner prayed that he be re-instated in service along-with seniority, continuity of service with full back wages.

3. Notice of this claim was sent to the respondent, in pursuance thereof respondent contested the claim by filing reply, wherein respondent took preliminary objections that the petitioner has not approached this Court with clean hand, application has been filed with malafide intention just to harass the respondent, application is an abuse of process of law and same is liable to be dismissed. On merits, it was submitted that work and conduct of the petitioner was not up to the mark and in the interest of the respondent. Many times the petitioner was conveyed about defaults being committed by him and also about his wrong and illegal activities in which he was involving. It was denied that the petitioner has completed more than 240 days in each calendar year and he has not been paid salary of December, 2020. Petitioner was very irregular as he used to remain absent from the duties. When respondent confronted the petitioner why he left the job, petitioner responded that he got a better job and better salary with someone else. The rates, quality and other factors with regard to the running of the business of corrugated boxes were being disclosed by the petitioner to the competitors of the respondent and other manufacturers of corrugated boxes. It was denied that petitioner has been removed from his services and it is alleged that the petitioner has left the job himself and prayed for the dismissal of the claim petition.

4. Petitioner filed rejoinder in which he denied the preliminary objections and reiterated the averments as made in the statement of claim.

5. On the pleadings, this Court formulated the following issues on 12.10.2022.

1. Whether the termination of the services of the petitioner by the respondent management *w.e.f.* 01.01.2021, without complying with the provisions of the Industrial Disputes Act, 1947, is illegal and unjustified? If yes, what relief the petitioner is entitled to? . . . *OPP.*
2. Whether the claim petition is neither competent nor maintainable in the present form, as alleged? . . . *OPR.*
3. Relief.

6. Thereafter, the parties to the lis were directed to adduce evidence in support of the issues so framed.

7. I have heard Ld. Counsel for the petitioner and Ld. Counsel for the respondent.

8. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under: 1

Issue No. 1 : Yes

Issue No. 2 : No

Relief : Reference is answered partly in affirmative as per operative part of the Award.

REASONS FOR FINDINGS

Issue No.1

9. The onus to prove issue no.1 is on the petitioner.

10. Coming to evidence led by the petitioner, petitioner has stepped into the witness box as PW-1 and led his evidence by way of affidavit Ex. PW-1/A, which is just a reproduction of the averments as made in the petition. He also produced on record demand notice mark-PX-1, letter dated 04.06.2021 mark-PX-2, salary certificate mark-PX-3 and mark-PX-4, details mark-PX-5 and abstract of payment of wages register mark-PX-6.

11. During cross-examination he denied that he had abandoned the job in the year, 2017. He also denied that he joined the services in August, 2017. He further denied that he did not join his duties even when he was called by the respondent company. He admitted that he had withdrawn the PF fund. Self stated that he withdrew the PPF for his medical treatment.

12. This is the entire evidence led by the petitioner.

13. In rebuttal, the respondent has examined Sh. Shahraj Hussain, as RW-1, who also led his evidence by way of affidavit Ex. RW-1/A, which is reproduction of the averments as made in the reply. He deposed that he has been authorized signatory and representative of the respondent on the basis of Special Power of Attorney dated 17.05.2022. He also placed on record Special Power of Attorney Ex. RW-1/B.

14. During cross-examination, he deposed that he has working with the respondent company since, 2014 and admitted that the petitioner was working with the respondent company since 2003. He deposed that petitioner remained in the services from 2008 to August 2017 continuously and thereafter he left the job in the month of August and join again in the month of November, 2017 and worked as such till 30.09.2020. He admitted that no notice as per Section 25-F of the I.D. Act was issued to the petitioner nor any compensation was paid to the petitioner. No domestic enquiry was conducted by the respondent. He deposed that petitioner had abundant the job himself. He deposed that no junior on the post of the petitioner has been engaged. Petitioner was working as a foreman and he was doing manual work. He showed ignorance that the petitioner is unemployed since December, 2020.

15. This is the entire evidence led by the respondent.

16. So far as the case of the petitioner is concerned, the petitioner by way of affidavit Ex. PW-1/A has established on record that he was working with the respondent since 2003 which facts have been admitted by RW-1 while appearing into the witness box. Though, RW-1 has claimed that the petitioner has left the job at his own, but it is well known that abandonment has to be proved by the employer like any other fact. Therefore, the burden of proving of abandonment is upon the respondent. It has been laid down by our own Hon'ble High Court in case titled as Narain Singh vs. The State of Himachal Pradesh & Ors., 2016 (3) Him L.R. 1875 that voluntary abandonment of work by a workman is required to be established by way of cogent and reliable evidence by the employer. Similarly, in case titled as State of Himachal Pradesh & another vs. Shri Partap Singh, 2017 (1) Him L.R. 286, it has been held by our own Hon'ble High Court that abandonment is not to be lightly presumed, but it has to be unequivocally proved by the employer. Simply because a workman fails to report for duty, it cannot be presumed that he has left/abandoned the job. Admittedly, no disciplinary proceedings were initiated against the petitioner by the respondent for his alleged willful absence from duty. Absence from duty is a serious misconduct and the principle of natural justice did require that some sort of a fact finding inquiry was got conducted by the respondent. In the present case as it emerges from the evidence on record, so was not done by the respondent. Then, 'animus' to abandon, it is well settled, must necessarily be shown to exist, before a case of abandonment can be said to have been made out. No evidence of any such 'animus' on the part of the petitioner is forthcoming in the present case. Thus, the plea of abandonment put forth by the respondent/employer is not established.

21. Retrenchment under Section 2 (oo) of the Act, is comprehensive enough to include all types of terminations of service, unless the termination falls within any of the exceptional categories mentioned therein. In the instant case, it is clear from the record that the petitioner had worked with the respondent company since the year 2003 and his services were terminated *w.e.f.* 01.01.2021 by the respondent. RW-1 Shri Shahraj Hussain has admitted in his cross-examination that no notice as per Section 25-F of the Act was issued to the petitioner nor any compensation was paid to petitioner. He further admitted that no domestic enquiry was conducted by the respondent. Thus, it is clear from the record that no action has been initiated against the petitioner by way of any disciplinary action. Before, terminating the services of the petitioner, it was incumbent upon the respondent to have issued notice as provided in Section 25-F of the Act, which reads as under:

"No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until :

- (a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;*
- (b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay for every completed year of continuous service or any part thereof in excess of six months; and*
- (c) notice in the prescribed manner is served on the appropriate Government for such authority as may be specified by the appropriate Government by notification in the Official Gazette".*

22. So, in view of this enabling provision of the Act, no workman employed in any industry, who has been in "continuous service" for not less than one year, can be retrenched by the employer unless he has been given one month's notice in writing indicating the reasons for retrenchment and that the period of notice has expired or the workman has been paid in lieu of such notice, wages for the period of notice, but the respondent has not complied with the provisions of

Section 25-F of the Act and proceeded to terminate the services of the petitioner orally as such the termination of the petitioner from service *w.e.f.* 01.01.2021 is neither legal nor justified.

23. The second point which arises for consideration in this case is that whether there is any violation of Section 25-G of the *ibid* Act which reads as under:

“25-G. Procedure for retrenchment.—Where any workman in an industrial establishment, who is a citizen of India, is to be retrenched and she belongs to a particular category of workmen in that establishment, in the absence of any agreement between the employer and the workman in this behalf, the employer shall ordinarily retrench the workman who was the last person to be employed in that category, unless for reasons to be recorded the employer retrenches any other workman”.

24. To invoke this provision, the workman is not required to prove that he had worked for 240 days preceding to the date of his termination, but it is sufficient for him to plead and prove that while terminating his services, the employer violated the rules of “last come first go”. Coming to the case in hand, the petitioner has claimed that the respondent company has engaged/retained the persons junior to him namely Dharm Singh, Rajeev Sharma, Raja Ram Sharma, Pankaj Sharma, Sanjeet Sharma, Rupesh Sharma, Dharmendra Ram, Naresh Ram, Pankaj Yadav, Mangal Yadav, Syama Sundar Yadav, Shivam Yadav, Polo Sharma, Rinku (Boiler Operator), Lalit Ram, Narayan, Raghu Nandan, Suraj Kumar, Yogesh, Ram Sethi, Aarif Khan and Naresh, but to prove the same no record from the respondent has been called by the petitioner. Even, RW-1 in his cross-examination has deposed that no junior to the petitioner has been engaged. Therefore, in the absence of any cogent and satisfactory evidence on record it cannot be held that the respondent has violated the provisions of Section 25-G of the Act.

25. Though the petitioner through this petition has claimed for back-wages, but the petitioner has not made any averments either in the pleadings or in the evidence that he was not gainfully employed anywhere after his termination. It is settled that the entitlement of any employee to get re-instated does not necessarily and mechanically result in payment of full or partial back-wages which is independent of re-instatement and host of factors like the manner and method of selection and appointment, nature of appointment whether *ad hoc*, short term, daily wage, temporary and permanent in character and length of service, which the workman had rendered with the employer, are required to be taken into consideration before passing any order for award of back-wages. This position was reiterated in **Kanpur Electricity Supply C. Ltd. Vs. Shamim Mirza (2009) 1 SCC 20** as well as in **Ritu Marbles Vs. Prabhakant Shukla (2010) 2 SCC 70**.

26. Though the burden to prove that the petitioner was not gainfully employed after his illegal termination was on the petitioner but he has failed to discharge this burden, as such the petitioner is not entitled to any back wages. However, since it has been proved on record that there is violation of mandatory provisions of the Act and services of the petitioner were illegally terminated by the respondent, issue no. 1 is decided partly in favour of the petitioner.

Issue No. 2

27. Now coming to issue no. 2, there is nothing on record that as to how this petition is not maintainable. The present reference petition has been sent to this Court by the appropriate Government for adjudication and the same is maintainable before this Court. Hence, issue no. 2 decided against the respondent.

Relief.

28. In view of my aforesaid discussion, the claim filed by the petitioner succeeds and is hereby partly allowed. The respondent company is directed to re-engage the petitioner in service

from 01.01.2021 with seniority and continuity but without back wages. The reference is answered in the aforesaid terms.

29. Let a copy of this award be communicated to the appropriate Government for publication in the official gazette. The file after due completion be tagged with the main case file.

Announced in the open Court today on this 8th day of January, 2025.

Sd/-
(ANUJA SOOD),
Presiding Judge,
Industrial Tribunal-cum-
Labour Court, Shimla, H.P.

**IN THE COURT OF ANUJA SOOD, PRESIDING JUDGE
H.P. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, SHIMLA**

Reference No : 161 of 2021

Instituted on : 03.09.2021

Decided on : 08.01.2025

Meera Thakur d/o Shri Thola Ram, r/o house No. 2 near Labour Hostel, Lal Pani,
Shimla -1 H.P. . . . *Petitioner.*

Versus

1. Him Raj Thakur, President Rajkiya Prathmic Shiksha Sangh, H.P., V.P.O. Bakshad
near ITI, Tehsil Thunag, District Mandi, H.P.

2. Trilok Kumar, Treasurer, Rajkiya Prathmic Shiksha Sangh, Himachal Pradesh,
Shimla-1.

3. Ashok Sharma, Secretary Rajkiya Prathmic Shiksha Sangh, BRCBPEO, Block Primary
Education, Office Lal Pani, Shimla, H.P. . . . *Respondents.*

Reference under Section 10 of the Industrial Disputes Act, 1947

For the petitioner : Ms. Reeta Thakur, Advocate

For the respondents : Shri P.L. Sharma, Advocate

AWARD

The following reference was received for adjudication from the appropriate Government:—

**“Whether the termination of services of Miss. Meera Thakur, r/o House No. 2 near
Labour Hostel, Lal Pani Shimla-1 (H.P.) w.e.f. 01.04.2017 by the employer i.e 1. Him**

Raj Thakur, President Rajkiya Prathmic Shiksha Sangh, H.P., V.P.O. Bakshad near ITI, Tehsil Thunag, District Mandi, H.P. and 2. Ashok Sharma, Secretary Rajkiya Prathmic Shiksha Sangh, BRCBPEO, Block Primary Education, Office Lal Pani, Shimla, H.P. without complying with the provisions of the Industrial Disputes Act, 1947 is legal and justified? If not, what relief including reinstatement of service, back-wages, other consequential service benefits and compensation to the above aggrieved workman is entitled to from the above stated employers?"

2. The facts which emerges from the statement of claim are that the petitioner is a post graduate and completed her M.Sc. in Zoology. She was un-employed as such she was appointed as clerk by the respondents in the year 1998 and was working as such continuously upto 01.04.2017. Petitioner had worked with honesty and sincerity with the respondents, but respondents illegally and orally terminated her services on 01.04.2017 without complying with the mandatory provisions of Labour Act whereby they have indulged into unfair labour practice. Respondents on 01.04.2017, without informing the petitioner shifted the office from Panchshel Hotel, Lal Pani Shimla to some unknown place. Petitioner came to know about the closing of office from the owner of the building in the evening when it was disclosed that this office would not work from 02.04.2017 from his premises. Petitioner has claimed that she was initially engaged as clerk in the year 1998 under the respondents and she was paid salary of Rs. 500/- per month and thereafter her salary was increased from time to time and at the time of her termination/disengagement in the month of April, 2017, she was getting salary of Rs. 3000/- per month. Petitioner is entitled for re-engagement on the basis of first come last go, but the respondents have refused to re-engage the petitioner. Petitioner had also written letter to the respondents with a request to allow her to join the duties, but the respondents refused to re-engage the services of the petitioner. Petitioner has worked with the respondents for more than 20 years and has completed more than 240 days in each calendar year. Petitioner prayed that the respondents be directed to re-engage the petitioner *w.e.f.* 01.04.2017 with all consequential benefits and seniority.

3. Notice of this claim was sent to the respondents, in pursuance thereof respondents contested the claim by filing reply, in which they took preliminary objections of maintainability, estoppel, cause of action, there arises no relationship of employer and employee between the respondent and petitioner. On merits, respondents claimed that they were elected on 04.08.2019 in the election of Government Primary Teacher Federation, H.P. Respondent no.1 was elected as President and respondent no.3 was elected as General Secretary. The services of the petitioner are claimed to be terminated on 01.04.2017, as such there arises no question of any type of salary against respondents. It is averred that the respondents are not responsible to provide job for the livelihood of the petitioner. It is denied that the petitioner has rendering her services with devotion and sincerity for last 20 years with the respondents and prayed for the dismissal of the claim.

4. Petitioner filed rejoinder in which she denied the preliminary objections and reiterated the averments as made in the claim petition. On merits, she has claimed that since the respondents are holding the office of Prathmik Shiksha Sangh in which the petitioner was working as such the respondent's no.1 and 3 have been made party in the present petition. It was admitted that respondents no.1 and 3 were elected President and Secretary of Prathmik Shiksha Sangh but petitioner claimed that they are now bound to deal with the liability and responsibility of the Prathmik Shiksha Sangh and they are further bound to deal with the problem of the case of the petitioner.

5. On the pleadings, this Court formulated the following issues on 13.09.2022.

1. Whether the termination of services of petitioner by the respondents management *w.e.f.* 01.04.2017, without complying the provisions of the Industrial Disputes Act, 1947 is illegal and unjustified? If yes, what relief the petitioner is entitled to?

.. *OPP.*

2. Whether the present claim petition is neither competent nor maintainable in the present form, as alleged?

.. *OPR.*

3. Relief.

6. Thereafter, the parties to the lis were directed to adduce evidence in support of the issues so framed.

7. I have heard Ld. Counsel for the parties and have gone through the record of the case carefully.

8. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:

Issue No. 1 : No. Not entitled to any relief.

Issue No. 2 : No

Relief : Reference is answered in negative as per operative part of the Award.

REASONS FOR FINDINGS

Issue No.1

9. The onus to prove issue no.1 is on the petitioner.

10. Coming to evidence led by the petitioner, petitioner has stepped into the witness box as PW-1 and led her evidence by way of affidavit Ex. PW-1/A wherein she deposed that she worked as clerk with Rajkiya Prathmik Shikshak Sangh *w.e.f.* 1998 to 2017 and she was getting salary of Rs. 36000/- per year. She deposed that Rajkiya Prathmik Shikshak Sang, H.P has transferred its office from Shimla to Chakkar but no notice was issued to her and her services were terminated after 01.04.2017 illegally. She also placed on record demand notice Ex. PW-1/B, letter dated 1.3.2017 Mark PX-1 and copy of cheque Mark PX-2.

11. During cross-examination she admitted that respondents no.1 to 3 were elected on 04.08.2019. She further admitted that she has not placed appointment letter on record. She also admitted that the respondents are not personally responsible for her engagement. Self-stated that she was working since 1998. She denied that she is not entitled for any claim against the respondents.

12. Shri Lal Chand Mehta appeared into the witness box as PW-2 to depose that he remained as President of Rajkiya Prathmik Shikshak Sangh *w.e.f.* 2009 to 2016 and the petitioner is known to him since 1998, who used to perform official work in the office of the Sangh. He further deposed that the petitioner was paid salary of Rs. 3000/- per month in the month of April, 2017.

13. During cross-examination, he deposed that he has not produced the record pertaining to his President-ship.

14. The other witness examined by the petitioner is K.D. Sharma, who appeared into the witness box as PW-3 to depose that the petitioner is known to him since 1998 and she was paid salary of Rs. 3000/- per month at the time of termination. During cross-examination he denied that the Sangh is a political organization.

15. This is the entire evidence led by the petitioner.

16. Respondents have examined Shri Ashok Kumar, as RW-1, who led his evidence by way of affidavit Ex. RW-1/A, which is reproduction of the averments as made in the reply.

17. During cross-examination, he deposed that when he was working as Secretary in the respondents federation, the record was not in his possession. Self-stated that the record was kept in an almirah and the keys thereof were with the petitioner. He showed ignorance that the petitioner was initially engaged at a salary of Rs. 500/- per month, which was increased and at the time of her termination she was getting Rs. 3000/- per month. He admitted that earlier the office of the respondent's federation was in Panch Sheel Hotel. He showed ignorance that the petitioner had worked for 20 years with the respondent federation. He admitted that prior to 2019, he was working in block and state level. He denied that he was looking-after the work of respondents federation prior to 2019. He denied that the petitioner was terminated illegally from the respondents federation without complying with the mandatory provisions of the Act. He admitted that he was arrayed as a party before the Labour Commissioner. He deposed that new registers were opened when he joined as the old registers were not handed over to him.

18. This is the entire evidence led by the respondent.

19. So far as the case of the petitioner is concerned, the petitioner has claimed that she was appointed as a clerk in the year 1998. However, the petitioner has not produced any appointment letter which could show that she was appointed as a clerk in the year 1998. The affidavit of the petitioner (Ex. PW-1/A) is silent in this regard. Further the petitioner has nowhere stated that she had completed 240 working days in twelve calendar months prior to her alleged termination. Petitioner has alleged that her services were illegally terminated by the respondents, however, she has admitted that the respondents no. 1 to 3 were elected on 04.08.2019 and respondents are not personally responsible for her engagement. It is clear from the record that respondents no.1 to 3 were arrayed as party by name, but at the time of alleged termination of the petitioner respondents no.1 to 3 were not holding the posts of President, Secretary and Treasurer. Apart from this there is no record of payment of salary of the petitioner except one cheque Mark PX-1, which is also not exhibited on record. Neither any attendance register nor any record of the respondents federation has been called by the petitioner to establish that she was working with the respondents since 1998 and had completed 240 working days in each calendar year or in preceding twelve months before 01.04.2017. In the absence of any such evidence it is difficult to presume that the petitioner had completed 240 days in each year since 1998 or prior to her alleged termination in the year 2017. The onus to prove that the petitioner had completed 240 days in preceding twelve calendar months or from 1998 to 2017 was heavily on the petitioner. In **Municipal Corporation, Faridabad v. Siri Niwas (2004 (8) SCC 195)**, it was held that the burden was on the workman to show that he was working for more than 240 days in the preceding one year prior to his alleged retrenchment. In **M.P. Electricity Board v. Hariram (2004 (8) SCC 246)** the position was again reiterated in paragraph 11 as follows:

“The above burden having not been discharged and the Labour Court having held so, in our opinion, the Industrial Court and the High Court erred in basing an order of reinstatement solely on an adverse inference drawn erroneously. At this stage it may be useful to refer to a judgment of this Court in the case of Municipal Corporation,

Faridabad v. Siri Niwas JT 2004 (7) SC 248 wherein this Court disagreed with the High Court's view of drawing an adverse inference in regard to the non-production of certain relevant documents. This is what this Court had to say in that regard:

"A court of law even in a case where provisions of the Indian Evidence Act apply, may presume or may not presume that if a party despite possession of the best evidence had not produced the same, it would have gone against his contentions. The matter, however, would be different where despite direction by a court the evidence is withheld. Presumption as to adverse inference for non-production of evidence is always optional and one of the factors which is required to be taken into consideration is the background of facts involved in the lis. The presumption, thus, is not obligatory because notwithstanding the intentional non-production, other circumstances may exist upon which such intentional non-production may be found to be justifiable on some reasonable grounds. In the instant case, the Industrial Tribunal did not draw any adverse inference against the appellant. It was within its jurisdiction to do so particularly having regard to the nature of the evidence adduced by the respondent."

20. In **Manager, Reserve Bank of India, Bangalore v. S. Mani and Ors. (2005(5) SCC 100)** a three-Judge Bench of this Court again considered the matter and held that the initial burden of proof was on the workman to show that he had completed 240 days of service. Tribunal's view that the burden was on the employer was held to be erroneous. In **Batala Cooperative Sugar Mills Ltd. v. Sowaran Singh (2005 (7) Supreme 165)** it was held as follows:

"So far as the question of onus regarding working for more than 240 days is concerned, as observed by this Court in Range Forest Officer v. S.T. Hadimani (2002 (3) SCC 25) the onus is on the workman."

21. Though, Ld. Counsel for the petitioner has argued that it was for the respondents to produce the record, however, in **R.M. Yellatty vs. Assistant Executive Engineer, (2006) 1 SCC 106**, it has been laid by the Hon'ble Supreme Court that the burden of proof is on the claimant to show that he had worked for 240 days in a given year.

22. Applying the principles laid down in the above case by the Hon'ble Supreme Court, it was required of the petitioner to establish on record that she had worked continuously for a period 240 days in a block of twelve calendar months anterior to the date of her illegal termination, but she has failed to discharge her initial burden. Furthermore, the petitioner has not made it clear that who were the President, Secretary and Treasurer on 01.04.2017 and who were office bearers and who had terminated her services. Petitioner has admitted that the respondents No. 1 to 3 have been elected as President, Secretary and Treasurer much after her termination. The petitioner has not produced any record to show that she was appointed as clerk in the respondents federation and had worked for 20 years and completed 240 days in twelve calendar months preceding her alleged termination. The statements of PW-2 and PW-3 are not enough to conclude that petitioner was appointed as a Clerk in the year 1998 and she had completed 240 days in each calendar year since then till 2017 or had completed 240 days in twelve calendar months preceding her alleged termination as such issue No.1 is answered in the negative and against the petitioner.

Issue No.2

23. So far as issue No.2 is concerned, the respondent has not led any evidence to establish on record that as to how the present claim petition is not maintainable. I find nothing wrong with this petition which is perfectly maintainable in the present form. The issue in question is answered in negative.

Relief.

24. In view of my findings on issues no.1 & 2, above, the claim filed by the petitioner fails and is hereby dismissed by holding that the petitioner is not entitled to any relief as claimed. The reference is answered in negative. Let a copy of this award be communicated to the appropriate Government for publication in the official gazette. The file after due completion be tagged with the main case file.

Announced in the open Court today on this 8th Day of Jan., 2025.

Sd/-
(ANUJA SOOD),
Presiding Judge,
Industrial Tribunal-cum-
Labour Court, Shimla, H.P.

**IN THE COURT OF ANUJA SOOD, PRESIDING JUDGE, H.P. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, SHIMLA**

Reference No. : 49 of 2023

Instituted on : 02.03.2023

Decided on : 15.01.2025

Neena Devi w/o Late Sh. Prakash Chand, Dilaik Niwas, 2nd Floor, Near Dogra ITI
Panthaghati, Village Dochi, P.O. Mehli, Tehsil & District Shimla, H.P. . . *Petitioner.*

Versus

1. The Chief Project Officer, Dakshaa Infrabuild Pvt. Ltd., Amila Hills, Mohal Pant, Tehsil & District Shimla, 171001.

2. The Managing Director, Dakshaa Infrabuild Pvt. Ltd., Corporate Office, 13-14-15, 1st Floor, JMD, Regent Plaza, MG Road, Gurgaon-122002 . . *Respondents.*

Reference under Section 10 of the Industrial Disputes Act, 1947

For the petitioner : Sh. R.K. Khidta, Adv.

For the respondents : Sh. Parmod Bhimta, Adv.

AWARD

The following reference was received for adjudication from the appropriate Government:—

“Whether termination of the services of Smt. Neena Devi w/o Late Sh. Prakash Chand, Dilaik Niwas, 2nd Floor, Near Dogra ITI Panthaghati, Village Dochi, P.O. Mehli,

Tehsil & District Shimla, H.P. by (i) The Chief Project Officer, Dakshaa Infrabuild Pvt. Ltd, Amila Hills, Mohal Panti, Tehsil & District Shimla, H.P. 171001 (ii) The Managing Director, Dakshaa Infrabuild Pvt. Ltd., Corporate Office, 13-14-15, 1st Floor, JMD, Regent Plaza, MG Road, Gurgaon- 122002 w.e.f. 26.04.2022 without complying with the provisions of the Industrial Disputes Act, 1947, as alleged by the workman, is legal and justified? If not, what relief of reinstatement in services, seniority, past service benefits, leave encashment, overtime benefits and compensation etc. the above aggrieved workman is entitled to from the above managements?"

2. The case of the petitioner as emerges from the statement of claim is that the petitioner is permanent residing of Dilaik Niwas, 2nd Floor, near Dogra ITI Pathaghati, Village Dochi, P.O. Mehli, Tehsil & District Shimla. The husband of the petitioner late Sh. Prakash Chand was working as Assistant Manager with the respondents from the year 2006. On 25.08.2017 while, the husband of the petitioner was coming back to his house in vehicle of the company, vehicle met with an accident and Sh. Prakash Chand died on the spot. Respondent company executed an agreement with the petitioner whereby they agreed to pay Rs. 20,000/- per month to the petitioner for one year and also agreed to give appointment to the petitioner on compassionate ground, however other monetary benefits were not paid to the petitioner. After 8 months the petitioner was offered post of clerk at the site office Shimla *vide* appointment letter dated 15.05.2018. She was appointed as a clerk who worked as such till 26.04.2022 continuously. The respondents also used to take other work from the petitioner. On 23.10.2021, respondent company asked the petitioner to proceed on 6 months paid education leave and accordingly petitioner proceeded on 6 months paid education leave *w.e.f.* 25.10.2021 to 25.04.2022. After 6 months study leave and after completing the computer course *w.e.f.* 20.10.2021 to 20.04.2022 the petitioner called Sh. Y.K. Joshi, the official of the respondent company about her joining on 25.04.2022, however Mr. Joshi asked the petitioner not to join her duties on 25.04.2022. The petitioner sent her documents through e-mail to the respondents company and request the respondents to let her join her duty and accordingly she joined her duty on 26.04.2022. It is claimed that the respondent has not paid the salary of the petitioner for last sixth month, which the respondent is legally bound to pay. On 26.04.2022, petitioner received e-mail from the respondents company *vide* which the services of the petitioner were illegally terminated on 26.04.2022. The termination of the services of the petitioner is in utter violation of terms and conditions of the appointment letter as well as mandatory provisions of the Industrial Disputes Act, 1947(hereinafter to be referred as the Act). The petitioner had completed 240 days in each calendar year but the respondents have terminated the services of the petitioner illegally and violated the provision of Section 25F, 25G, 25H & 25N of the Act. Not only this respondent has retained the juniors of the petitioner whereas her services have been terminated. It is averred that after the illegal termination of services of the petitioner, she is not gainfully employed and she is meeting day to day expenses by borrowing money from the relatives and friends. It has been prayed through this claim that the termination order of the petitioner *w.e.f.* 26.04.2022 be declare null & void and petitioner be reinstated in service *w.e.f.* 26.04.2022 with all service benefits including full back wages, continuity and seniority. Apart from this petitioner also prayed that respondent be directed to pay damages to the petitioner to the tune of Rs. 5,00,000/- further prayed that respondents be burdened with the costs of litigation amounting of Rs. 50,000/-.

3. Notice of this claim was sent to the respondent, in pursuance thereof respondent contested the claim by filing reply, wherein respondent took preliminary objections that the petitioner has no cause of action against the respondents. Petitioner has no *locus standi* to file the petition against the respondents and petitioner is not liable to any service benefits. On merits, it is admitted that the husband of the petitioner was working as Assistant Manager with the respondents however, it was denied that no agreement was executed between the petitioner and respondents company. It is claimed that petitioner was employed at a salary of Rs. 12,000/- per month and was allowed additional amount of Rs. 8,000/- per month being difference of last drawn salary by the

husband of the petitioner, for a period of one year. Petitioner was duly compensated by the company from time to time. It was averred that services of the petitioner were legally withdrawn due to non-existence of work for the post which the services of the petitioner were hired, in the light of restructuring process due to financial crunch. It was averred that the services of the petitioner were withdrawn legally after giving her proper notice as permissible under the law and prayed for the dismissal of the claim petition.

4. Petitioner filed rejoinder in which she denied the preliminary objections and reiterated the averments as made in the statement of claim.

5. On the pleadings, this Court formulated the following issues on 27.04.2023:

1. Whether the termination of the services of petitioner by respondent *w.e.f.* 26.04.2022, without complying with the provisions of the Industrial Disputes Act, 1947, is illegal and unjustified? If yes, what relief the petitioner is entitled to?

. . OPP.

2. Whether the claim petition is neither competent nor maintainable in the present form, as alleged?

. . OPR.

3. Relief.

6. Thereafter, the parties to the lis were directed to adduce evidence in support of the issues so framed.

7. I have heard Ld. Counsel for the petitioner and Ld. Counsel for the respondent.

8. For the reasons to be recorded hereinafter while discussing the issues for determination, my findings thereon are as under:

Issue No. 1 : Yes.

Issue No. 2 : No

Relief : Reference is answered in affirmative as per operative part of the Award.

REASONS FOR FINDINGS

Issue No.1

9. The onus to prove issue no.1 is on the petitioner.

10. Coming to evidence led by the petitioner, petitioner has stepped into the witness box as PW-1 and led her evidence by way of affidavit Ex. PW-1/A, which is just a reproduction of the averments as made in the petition. She also placed on record her appointment letter mark-A, copy of e-mail dated 26.04.2022 mark-B, copy of demand notice Ex. PW-1/B, copy of notice dated 29.04.2022 of the conciliation officer of Shimla Zone, Shimla, H.P. mark-C and copy of certificate issued to her by the Institute of Computer & Management, Shimla mark-D.

11. During cross-examination, she deposed that her husband was working as Assistant Manager with the respondent, however it is admitted that on the date of accident her husband was

driving the vehicle of the company. She deposed that her husband was not authorized to drive the vehicle of the company, however she stated that her husband was drawing salary of Rs. 20,000/- per month. She admitted that she was kept as clerk by the company and she was paid salary of Rs. 12,000/- per month. She deposed that she has not produced any documents on record to show that respondent had entered into an agreement with her that she would be paid salary of Rs. 20,000/- per month for one year and she would given the appointment on compassionate grounds. She denied that she was served with a notice by the company through e-mail prior to termination of her service. She showed ignorance that due to Covid Pandemic, the company had suffered a huge loss. She deposed that she does not know that no work was left for her in the company, as per her qualification. She deposed that she cannot say that no person has been engaged by the company against her post.

12. This is the entire evidence led by the petitioner.

13. In rebuttal, the respondent has examined Sh. Y. K. Joshi, as RW-1, who also led his evidence by way of affidavit Ex. RW-1/A, which is reproduction of the averments as made in the reply. He deposed that he is posted as Chief Project Officer with the respondent no. 2 since 19.10.2020 and is well conversant with the facts of the case. He reiterated that husband of the petitioner was working with the respondents company and after his death petitioner was employed by the respondents as a Clerk on monthly salary of Rs. 12,000/- per month and was allowed additional amount of Rs. 8,000/- per month being difference of last salary drawn by her husband for a period of one year. On 23.10.2021 petitioner was asked to proceed on paid education leave. On 26.04.2022, the services of the petitioner were legally withdrawn due to non-existence of work and in the light of restructuring and financial crunch. The services of the petitioner were withdrawn legally after giving her a proper notice through e-mail as permissible under the law. He further deposed that there is no clerical post in the company and the petitioner was the only person employed in this category. He also placed on record documents mark-RX.

14. During cross-examination, he admitted that respondent company is still functional. He further admitted that husband of the petitioner was engaged as assistant manager in the year 2006. He admitted that no accidental claim was given to the petitioner on account of death of her husband. Self stated that insurance claim is in process. He deposed that driver had not informed in writing that deceased had given lift to two ladies. He admitted that duty of the official driver was to drop the deceased to his destination and to bring back the vehicle to the site of the company. He also admitted that no action has been taken against the driver for handing over the keys to the deceased. He admitted that petitioner worked *w.e.f.* 15.05.2018 to 26.04.2022 continuously and she was working at Shimla site of the respondent company. He also admitted that petitioner was granted study leave from 25.10.2021 to 25.04.2022. He also admitted that petitioner had called him on 25.04.2022 and expressed her intention to join her duty. He further admitted that he had asked her not to join on 25.04.2022 as the management had decided to discontinue her services. He admitted that he had not conveyed the order of the management to the petitioner. Self stated that the letter in this regard was sent directly to the petitioner by the respondent. He deposed that services of the petitioner were discontinued and withdrawn *vide* e-mail dated 26.04.2022 mark-B. He admitted that Laxvi Verma and Rohit Pathania were engaged after the petitioner was appointed. Self stated that Laxvi Verma was sales executive and Rohit Pathania was site engineer and they were not engaged in the same category as that of the petitioner. He admitted that no information was ever given to government or to Labour Commissioner that no work was available to be offered to the petitioner. He admitted that no compensation has been paid to the petitioner by the respondent.

15. This is the entire evidence led by the respondent.

16. So far as, the case of the petitioner is concerned, the petitioner by way of affidavit Ex. PW-1/A has establish on record that she was given employment by the respondent after the death of

her husband *vide* appointment letter dated 15.05.2018 and she worked as such with the respondent till 26.04.2022. Though, the petitioner has claimed that she was engaged at the salary of Rs. 20,000/- per month, however the appointment letter placed on record by the respondent as mark-RX does not suggest that she was engaged salary on Rs. 20,000/- per month. The claim of the respondent is that she was offered employment at the salary of Rs. 12,000/- per month and was allowed additional amount of Rs. 8,000/- being difference of last drawn salary of her deceased husband for a period of one year which fact also been admitted by during cross-examination that her salary was Rs. 12,000/- per month. Thus, it stand establish that petitioner was engaged by the respondent after death of her husband on 15.05.2018 and she worked till 26.04.2022 on a monthly salary of Rs. 12,000/-. It is the case of respondent that she was granted education leave by the respondent for computer training, but after she returned back, the respondent terminated her services on the ground that no work was available which could be offered to the petitioner. It has been admitted by RW-1 that petitioner had called him on 25.04.2022 and expressed her intention to join her duty, but he asked the petitioner not to join on 25.04.2022 as the management had decided to discontinue her service. This witness though has stated that the *vide* e-mail dated 26.04.2022 her services were discontinued but neither any notice was served upon the petitioner before the termination nor any compensation was paid to her as per the provisions of Section 25 of I.D. Act. This fact has not disputed by the respondents that petitioner has worked continuously from 15.05.2018 to 26.04.2022 and she had completed 240 days as well as 240 days in twelve months preceding to her termination on 26.04.2022.

17. Retrenchment under Section 2 (oo) of the Act, is comprehensive enough to include all types of terminations of service, unless the termination falls within any of the exceptional categories mentioned therein. In the instant case, it is clear from the record that the petitioner had worked with the respondent company *w.e.f.* 15.05.2018 and her services were terminated *w.e.f.* 26.04.2022 by the respondent. RW-1 Shri Y.K. Joshi, has admitted in his cross-examination that no notice as per Section 25-F of the Act was issued to the petitioner nor any compensation was paid to petitioner. He further admitted that no domestic enquiry was conducted against the petitioner by the respondent. Thus, it is clear from the record that no action has been initiated against the petitioner by way of any disciplinary action. Though, the respondents have taken stand that no work was available which could be offered to the petitioner after 26.04.2022 but except for the bald statement of RW-1, nothing has been produced on record to show that no work was available in the respondent company which could be offered to the petitioner. Rather it is evident from the cross-examination of RW-1 that respondent company Dakshaa Infrabuild Pvt. Ltd. is still functional. No document has been produced on record by the respondent which show that respondent company is running in losses nor any information in this regard was ever given to the government or labour commissioner.

18. Before, terminating the services of the petitioner, it was incumbent upon the respondent to have issued notice as provided in Section 25-F of the Act, which reads as under:

“No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until :

- (a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;*
- (b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay for every completed year of continuous service or any part thereof in excess of six months; and*

(c) *notice in the prescribed manner is served on the appropriate Government for such authority as may be specified by the appropriate Government by notification in the Official Gazette".*

19. So, in view of this enabling provision of the Act, no workman employed in any industry, who has been in "continuous service" for not less than one year, can be retrenched by the employer unless he has been given one month's notice in writing indicating the reasons for retrenchment and that the period of notice has expired or the workman has been paid in lieu of such notice, wages for the period of notice, but the respondent has not complied with the provisions of Section 25-F of the Act and proceeded to terminate the services of the petitioner as such the termination of the petitioner from service *w.e.f.* 26.04.2022 is neither legal nor justified.

20. The second point which arises for consideration in this case is that whether there is any violation of Section 25-G of the *ibid* Act which reads as under:

"25-G. Procedure for retrenchment.—*Where any workman in an industrial establishment, who is a citizen of India, is to be retrenched and she belongs to a particular category of workmen in that establishment, in the absence of any agreement between the employer and the workman in this behalf, the employer shall ordinarily retrench the workman who was the last person to be employed in that category, unless for reasons to be recorded the employer retrenches any other workman".*

21. To invoke this provision, the workman is not required to prove that she had worked for 240 days preceding to the date of her termination, but it is sufficient for her to plead and prove that while terminating her services, the employer violated the rules of "last come first go". The petitioner has not made any averments in the statement of claim and also did not utter a single word while appearing in the witness box that who are the newly engaged persons who were junior to her and when they joined the respondent company. Though, in the statement of RW-1 it has come that Laxvi Verma and Rohit Pathania were appointed after the petitioner was appointed, but it was also stated by the witness that they were not appointed in the category of the petitioner. There is no evidence on record that the aforesaid persons were employed in the same category in which the petitioner was working. Thus, no violation of the provisions of Sections 25-G of the Act is made out nor there is anything on record to establish that the respondent has violated the principles of "last come first go".

22. Now, the last question which has been raised by the petitioner through this claim petition is that she is not only entitled for reinstatement with seniority and continuity but also for back-wages. The petitioner in her statement of claim as well as in her evidence as PW-1 has deposed that since the date of her oral termination, she is not gainfully employed anywhere. During cross-examination of PW-1 this fact was not disputed by the respondents. Though, it is settled that the entitlement of any employee to get re-instated does not necessarily and mechanically result in payment of full or partial back-wages which is independent of re-instatement and host of factors like the manner and method of selection and appointment, nature of appointment whether *ad hoc*, short term, daily wage, temporary and permanent in character and length of service, which the workman had rendered with the employer, are required to be taken into consideration before passing any order for award of back-wages. This position was reiterated in **Kanpur Electricity Supply C. Ltd. Vs. Shamim Mirza (2009) 1 SCC 20** as well as in **Ritu Marbles Vs. Prabhakant Shukla (2010) 2 SCC 70**.

23. In the case in hand the petitioner has shown that she was not gainfully employed anywhere. In **Kendriya Vidyalaya Sangathan Versus S.C. Sharma (2005) SCC 363**, the Hon'ble Apex Court held that in question of determining the entitlement of a person to back wages, the

employee has to show that he was not gainfully employed. The initial burden is on the employee to prove that. The Hon'ble Apex Court in **National Gandhi Musuem Vs. Sudhir Sharma (2-21) 12 SCC 439** has considered this aspect and held as under:

“Whether an employee after dismissal from service was gainfully employed is something, which is within his special knowledge. Considering the principle incorporated in Section 106 of the Indian Evidence Act, the initial burden is on the employee to come out with the case that he was not gainfully employed after the order of termination. It is a negative burden, however, in what manner the employee can discharge the said burden will depend upon peculiar facts and circumstances of each case. It all depends on the pleadings and evidence on record. Since it is a negative burden, in a given case, an assertion on oath by the employee that he was unemployed, may be sufficient compliance in the absence of any positive material brought on record by the employer.”

24. Coming to the case in hand, it stands established that the petitioner was engaged by the respondent as Clerk after the death of her husband on 15.05.2018 and she worked up till 26.04.2022, when her services were illegally terminated by the respondent without complying with the mandatory provisions of the Act. Petitioner has worked for more than three years with the respondent continuously as such in view of the continuous service which has been rendered by the petitioner with the respondent and in view of the fact that petitioner has discharged the initial burden put on her to show that she is not gainfully employed anywhere and this burden has not been rebutted by the respondent it stands established on record that the petitioner is not gainfully employed after her oral termination as such she is also entitled to full back-wages. Accordingly issue No.1 is decided in favour of the petitioner.

Issue No. 2

25. Now coming to issue no. 2, there is nothing on record that as to how this petition is not maintainable. The present reference petition has been sent to this Court by the appropriate Government for adjudication and the same is maintainable before this Court. Hence, issue no. 2 decided against the respondent.

Relief.

26. In view of my aforesaid discussion, the claim filed by the petitioner succeeds and is hereby allowed. The respondent company is directed to re-engage the petitioner in service forthwith from 26.04.2022 with seniority and continuity along-with full back-wages. The payment of back-wages shall be payable within a period of three months from the date of announcement of this award failing which the same shall carry interest @ 9% per annum. The reference is answered in the aforesaid terms.

27. Let a copy of this award be communicated to the appropriate Government for publication in the official gazette. The file after due completion be tagged with the main case file.

Announced in the open Court today on this 15th day of January, 2025.

Sd/-
(ANUJA SOOD),
Presiding Judge,
Industrial Tribunal-cum-
Labour Court, Shimla, H.P.

CHANGE OF NAME

I, Amarjeet Singh s/o Sh. Paras Ram, r/o Tika Mushan Bahal, P.O. Pansai, Tehsil Nadaun, District Hamirpur (H.P.) have changed my name from Amarjit to Amarjeet Singh. In this regard I have completed all legal proceedings by filing Civil Suit No. 31 of 2023 (CNR No. HPHA 07-000057-2023), Instituted on 20-12-2022 and decided on 07-06-2023 in the Court of Senior Civil Judge, Nadaun, District Hamirpur (H.P.). All concerned please may note.

AMARJEET SINGH
s/o Sh. Paras Ram,
r/o Tika Mushan Bahal, P.O. Pansai,
Tehsil Nadaun, District Hamirpur (H.P.).

CHANGE OF NAME

I, Parveen Gill (Old Name) w/o Sh. Vijay Kumar, r/o Shakti Niwas, Chakkar, Shimla (H.P.)-171005 declare that I have changed my name from Parveen Gill (Old Name) to Parveen Kumari (New Name). All concerned please may note.

PARVEEN GILL
w/o Sh. Vijay Kumar,
r/o Shakti Niwas, Chakkar, Shimla (H.P.).

CHANGE OF NAME

I, Pooja Devi (New Name) w/o Sh. Laxmi Narayan, r/o Block No. 28, Set No. 8, Nabha House, Shimla-171004, Tehsil and District Shimla (H.P.) declare that I have changed my name from Ramrati Kanaujiya (Previous Name) to Pooja Devi (New Name). All concerned please may note.

POOJA DEVI
w/o Sh. Laxmi Narayan,
r/o Block No. 28,
Set No. 8, Nabha House Shimla,
Tehsil and District Shimla (H.P.).

CHANGE OF NAME

I, Sanjay Kumar s/o Late Sh. Jhainu Ram, r/o Village Sundernagar, P.O. Ratnari, Tehsil Kotkhai, District Shimla (H.P.) declare that I have changed my name from Sanjay Kumar (Old Name) to Sanjeev Kumar (New Name). All concerned please may note.

SANJAY KUMAR
s/o Late Sh. Jhainu Ram,
r/o Village Sundernagar, P.O. Ratnari,
Tehsil Kotkhai, District Shimla (H.P.).

CHANGE OF NAME

I, Chhindo Devi w/o Sh. Ram Dass, r/o Village Neelan, P.O. Lakhnoo, Tehsil Shri Naina Devi Ji, District Bilaspur (H.P.) declare that in Aadhar Card, PAN Card my name is recorded as Chhindo Devi. That in my husband's service record my name is incorrectly recorded as Smt. Surendra Devi instead of Chhindo Devi.

CHHINDO DEVI
w/o Sh. Ram Dass,
r/o Village Neelan, P.O. Lakhnoo,
Tehsil Shri Naina Devi Ji, District Bilaspur (H.P.).

CHANGE OF NAME

I, Monika Sharma w/o Sh. Sunil Dutt Sharma, r/o Dutta Sweet Shop, P.O. Dhalli, Shimla (H.P.) declare that I have changed my (Minor) daughter's name from Aahana Vishisht (Old Name) to Aahana Sharma (New Name). All concerned please may note.

MONIKA SHARMA
w/o Sh. Sunil Dutt Sharma,
r/o Dutta Sweet Shop, P.O. Dhalli, Shimla (H.P.).

CHANGE OF NAME

I, Jash Ram s/o Late Sh. Anokhi Ram, r/o Village Paindly Junga, Shimla (H.P.) declare that I have changed my name from Jash Ram (Old Name) to Yash Ram (New Name). All concerned please may note.

JASH RAM
s/o Late Sh. Anokhi Ram,
r/o Village Paindly Junga, Shimla (H.P.).

CHANGE OF NAME

I, Hem Raj s/o Sh. Nikka Ram, r/o Village Ambwala, P.O. Panjehra, Tehsil Nalagarh, District Solan (H.P.) declare that my son's name is Sidhant Sharma. By mistake his name written Sidharat Sharma in Aadhar Card. Hence all concerned note correct name Sidhant Sharma.

HEM RAJ
s/o Sh. Nikka Ram,
r/o Village Ambwala, P.O. Panjehra,
Tehsil Nalagarh, District Solan (H.P.).

CHANGE OF NAME

I, Kamla Devi w/o Sh. Lalit Chauhan, r/o Village Ghumarli, P.O. Dho, Tehsil Bhoranj, District Hamirpur (H.P.) declare that I have changed my name from Kamal Chauhan to Kamla Devi for all purposes in future. Please note.

KAMLA DEVI
w/o Sh. Lalit Chauhan,
r/o Village Ghumarli, P.O. Dho,
Tehsil Bhoranj, District Hamirpur (H.P.).

CHANGE OF NAME

I, Taniya d/o Smt. Anjana, r/o Village Dokhra, P.O. Tikkari Jhundua (142), Tehsil Chopal (Nerwa), District Shimla (H.P.)-171210 declare that I have changed my name from Taniya (Old Name) to Kumari Taniya (New Name). All concerned please may note.

TANIYA
d/o Smt. Anjana,
r/o Village Dokhra, P.O. Tikkari Jhundua (142),
Tehsil Chopal (Nerwa), District Shimla (H.P.).

CHANGE OF NAME

I, Radha Devi w/o Sh. Paras Ram Sharma, r/o Village Basevda Tiali, Tehsil Theog, District Shimla (H.P.) declare that I have changed my name from Parasi Devi (Old Name) to Radha Devi (New Name). All concerned please may note.

Radha Devi
w/o Sh. Paras Ram Sharma,
r/o Village Basevda Tiali,
Tehsil Theog, District Shimla (H.P.).

CHANGE OF NAME

I, Nerash Kumar (Old Name) s/o Sh. Biri Singh, r/o Village Sapairu, P.O. Bhararu, Tehsil Joginder Nagar, District Mandi (H.P.) declare that I have changed my name from Nerash Kumar (Old Name) to Naresh Kumar (New Name). All concerned please may note.

NERASH KUMAR
s/o Sh. Biri Singh,
r/o Village Sapairu, P.O. Bhararu,
Tehsil Joginder Nagar, District Mandi (H.P.).

**SPECIFIC NOTIFICATION
FINANCE DEPARTMENT****NOTIFICATION**

Shimla, the 6th March, 2025

No. Fin-2-C(12)2/2024.—Government of Himachal Pradesh hereby notifies the sale of Himachal Pradesh Government Stock (Securities) of **10-year** tenure for an aggregate amount of Rs. **322 crore** (Nominal). The sale will be subject to the terms and conditions spelt out in this notification (called specific Notification) as also the terms and conditions specified in the General Notification No. Fin-2-C(12)-11/2003 dated July 20, 2007 of Government of Himachal Pradesh.

Object of the Loan :

1. (i) The Proceeds of the State Government Securities will be utilized for the development programme of the State of Himachal Pradesh.
- (ii) Consent of Central Government has been obtained to the floatation of this loan as required by Article 293(3) of the Constitution of India.

Method of Issue :

2. Government Stock will be sold through the Reserve Bank of India, Mumbai Office (PDO) Fort, Mumbai-400 001 by auction in the manner as prescribed in paragraph 6.1 of the General Notification No. Fin-2-C(12)-11/2003 dated July 20, 2007 at a coupon rate to be determined by the Reserve Bank of India at the **yield** based auction under multiple price formats.

Allotment to Non-competitive Bidders :

3. The Government Stock upto 10 % of the notified amount of the sale will be allotted to eligible individuals and institutions subject to a maximum limit of 1 % of the notified amount for a single bid as per the Revised Scheme for Non-competitive Bidding Facility in the Auctions of State Government Securities of the General Notification (Annexure-II).

Place and Date of Auction :

4. The auction will be conducted by the Reserve Bank of India, at its Mumbai Office, Fort, Mumbai-400 001 on **March 11, 2025**. Bids for the auction should be submitted in electronic format, on the Reserve Bank of India Core Banking Solution (E-Kuber) system as stated below on **March 11, 2025**:

- (a) The competitive bids shall be submitted electronically on the Reserve Bank of India Core Banking Solution (E-Kuber) system between 10.30 A.M. and 11.30 A.M.
- (b) The non-competitive bids shall be submitted electronically on the Reserve Bank of India Core Banking Solution (E-Kuber) system between 10.30 A.M. and 11.00 A.M.

Result of the Auction :

5. The result of the auction shall be displayed by the Reserve Bank of India on its website on the same day. The payment by successful bidders will be on **March 12, 2025**.

Method of Payment :

6. Successful bidders will make payments on **March 12, 2025** before close of banking hours by means of cash, bankers' cheque/pay order, demand draft payable at Reserve Bank of India, Mumbai/New Delhi or a cheque drawn on their account with Reserve Bank of India, Mumbai (Fort)/New Delhi.

Tenure :

7. The Stock will be of **10-year** tenure. The tenure of the Stock will commence on **March 12, 2025**.

Date of Repayment :

8. The loan will be repaid at par on **March 12, 2035**.

Rate of Interest :

9. The cut-off yield determined at the auction will be the coupon rate percent per annum on the Stock sold at the auction. The interest will be paid on **September 12 and March 12**.

Eligibility of Securities :

10. The investment in Government Stock will be reckoned as an eligible investment in Government Securities by banks for the purpose of Statutory Liquidity Ratio (SLR) under section 24 of the Banking Regulation Act, 1949. The stocks will qualify for the ready forward facility.

By order and in the name of the Governor of Himachal Pradesh,

Sd/-
(DEVESH KUMAR, IAS)
Principal Secretary (Finance),
to the Government of Himachal Pradesh.